

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER DPWSVS-5335-N028		PAGE 1 OF 69	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W91247-06-R-0016	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SHARON D. LYNCH		b. TELEPHONE NUMBER (No Collect Calls) 910-432-7699		6. SOLICITATION ISSUE DATE 27-Jan-2006	
9. ISSUED BY CODE W91247 FORT BRAGG DIRECTORATE OF CONTRACTING ATTN: SFCA-SR-BR BUILDING 3-1632 BUTNER ROAD FORT BRAGG NC 28310-5000 TEL: FAX: 910-396-2674		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541380 SIZE STANDARD: \$10 Million		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>			
				13b. RATING			
				14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO PWBC CONTRACT SERVICES BRANCH LADONNA F. SLICKER BLDG 3-1137 REILLY STREET FORT BRAGG NC 28310-5000 TEL: 910-396-9525 FAX: 910-396-7832		CODE W36B5K		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE				18a. PAYMENT WILL BE MADE BY CODE			
TEL.		FACILITY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PAGE 2 OF 69
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
				42b. RECEIVED AT <i>(Location)</i>		
				42c. DATE REC'D <i>(YY/MM/DD)</i>		42d. TOTAL CONTAINERS

Section B - Supplies or Services and Prices

NOTE:

This is a requirements type contract and, as such, all quantities are estimated. Disregard the "FFP" annotation that appears in the description of line items 0001 through 0013 and all corresponding option line items. Payment will be made for actual quantities at the unit price shown in the pricing schedule, see Clause 52.216-21 titled "Requirements." Task orders will contain certification of funds and will be placed as needed by the agencies shown in Block 9 and Block 15, Standard Form 1449.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0000	Analytical Services FFP BASE YEAR: Period of Performance is 1 March 2006 through 31 December 2006. Provide all personnel, equipment, tools, transportation, supervision and other items and services necessary to perform all operations in connections with the Analytical Services for the Water Treatment Plant (WTP) at Fort Bragg, North Carolina as contained herein for a base period of 1 March 2006 through 31 December 2006 with four one-year option periods. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028				\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Nitrate Samples FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	22	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Nitrite Samples FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	12	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Trihalomethane (THM) FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	81	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Haloacetic Acid (HAA) FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	81	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		150	Each	\$_____	\$_____
	Lead and Copper Compliance FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		150	Each	\$_____	\$_____
	Lead & Copper Noncompliance FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		20	Each	\$_____	\$_____
	Total Organic Carbon FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		20	Each	\$_____	\$_____
	Dissolved Organic Carbon				
	FFP				
	Analyze and deliver sample results in accordance with the Performance Work Statement.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: DPWSVS-5335-N028				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		20	Each	\$_____	\$_____
	Ultra-Violet Transmistivity (UVT)				
	FFP				
	Analyze and deliver sample results in accordance with the Performance Work Statement.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: DPWSVS-5335-N028				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		10	Each	\$_____	\$_____
	Alkalinity Samples				
	FFP				
	Analyze and deliver sample results in accordance with the Performance Work Statement.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: DPWSVS-5335-N028				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Iron Samples FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	40	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Aluminum Samples FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	40	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Arsenic Samples FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	12	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Special Water Samples FFP Analyze and deliver Special Water Samples in accordance with Paragraph 6.5 of the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014AA	Inorganic Samples FFP Analyze and deliver Special Water Samples in accordance with Paragraph 6.5 of the Performance Work Statement. FOB: Destination	2	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014AB	Volatile Organic Chemical (VOC) FFP Analyze and deliver Special Water Samples in accordance with Paragraph 6.5 of the Performance Work Statement. FOB: Destination	2	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014AC	Pesticide and Synthetic Organic Chemical FFP Analyze and deliver Special Water Samples in accordance with Paragraph 6.5 of the Performance Work Statement. FOB: Destination	2	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014AD	Corrosivity FFP Analyze and deliver Special Water Samples in accordance with Paragraph 6.5 of the Performance Work Statement. FOB: Destination	2	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014AE	Characteristics of Distilled Water FFP Analyze and deliver Special Water Samples in accordance with Paragraph 6.5 of the Performance Work Statement. FOB: Destination	1	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1000	Analytical Services FFP FIRST OPTION YEAR: Period of Performance is 1 January 2007 through 31 December 2007. Provide all personnel, equipment, tools, transportation, supervision and other items and services necessary to perform all operations in connections with the Analytical Services for the Water Treatment Plant (WTP) at Fort Bragg, North Carolina as contained herein. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028				\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Nitrate Samples FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	22	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	Nitrite Samples FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	12	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	Trihalomethane (THM) FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	100	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	Haloacetic Acid (HAA) FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	100	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005	Lead and Copper Compliance FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	210	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006	Lead & Copper Noncompliance FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	210	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007	Total Organic Carbon FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	24	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008	Dissolved Organic Carbon FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	24	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009	Ultra-Violet Transmistivity (UVT) FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	24	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010	Alkalinity Samples FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	12	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1011	Iron Samples FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	48	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1012	Aluminum Samples FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	48	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1013	Arsenic Samples FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	12	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1014	Special Water Samples FFP Analyze and deliver Special Water Samples in accordance with Paragraph 6.5 of the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1014AA	Inorganic Samples FFP Analyze and deliver Special Water Samples in accordance with Paragraph 6.5 of the Performance Work Statement. FOB: Destination	2	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1014AB	Volatile Organic Chemical (VOC) FFP Analyze and deliver Special Water Samples in accordance with Paragraph 6.5 of the Performance Work Statement. FOB: Destination	2	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1014AC	Pesticide and Synthetic Organic Chemical FFP Analyze and deliver Special Water Samples in accordance with Paragraph 6.5 of the Performance Work Statement. FOB: Destination	2	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1014AD	Corrosivity FFP Analyze and deliver Special Water Samples in accordance with Paragraph 6.5 of the Performance Work Statement. FOB: Destination	2	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1014AE	Characteristics of Distilled Water FFP Analyze and deliver Special Water Samples in accordance with Paragraph 6.5 of the Performance Work Statement. FOB: Destination	1	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2000	Analytical Services FFP SECOND OPTION YEAR: Period of Performance is 1 January 2008 through 31 December 2008. Provide all personnel, equipment, tools, transportation, supervision and other items and services necessary to perform all operations in connections with the Analytical Services for the Water Treatment Plant (WTP) at Fort Bragg, North Carolina as contained herein. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028				\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	Nitrate Samples FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	22	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	Nitrite Samples FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	12	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003	Trihalomethane (THM) FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	100	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004	Haloacetic Acid (HAA) FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	100	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005	Lead and Copper Compliance FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	185	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006	Lead & Copper Noncompliance FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	185	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007	Total Organic Carbon FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	24	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008	Dissolved Organic Carbon FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	24	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009	Ultra-Violet Transmistivity (UVT) FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	24	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2010	Alkalinity Samples FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	12	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2011	Iron Samples FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	48	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2012	Aluminum Samples FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	48	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2013	<p>Arsenic Samples</p> <p>FFP</p> <p>Analyze and deliver sample results in accordance with the Performance Work Statement.</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: DPWSVS-5335-N028</p>	12	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2014	<p>Special Water Samples</p> <p>FFP</p> <p>Analyze and deliver Special Water Samples in accordance with Paragraph 6.5 of the Performance Work Statement.</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: DPWSVS-5335-N028</p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2014AA	<p>Inorganic Samples</p> <p>FFP</p> <p>Analyze and deliver Special Water Samples in accordance with Paragraph 6.5 of the Performance Work Statement.</p> <p>FOB: Destination</p>	2	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2014AB		2	Each	\$_____	\$_____
	Volatile Organic Chemical (VOC)				
	FFP				
	Analyze and deliver Special Water Samples in accordance with Paragraph 6.5 of the Performance Work Statement.				
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2014AC		2	Each	\$_____	\$_____
	Pesticide and Synthetic Organic Chemical				
	FFP				
	Analyze and deliver Special Water Samples in accordance with Paragraph 6.5 of the Performance Work Statement.				
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2014AD		2	Each	\$_____	\$_____
	Corrosivity				
	FFP				
	Analyze and deliver Special Water Samples in accordance with Paragraph 6.5 of the Performance Work Statement.				
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2014AE	Characteristics of Distilled Water FFP Analyze and deliver Special Water Samples in accordance with Paragraph 6.5 of the Performance Work Statement. FOB: Destination	1	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3000	Analytical Services FFP THIRD OPTION YEAR: Period of Performance is 1 January 2009 through 31 December 2009. Provide all personnel, equipment, tools, transportation, supervision and other items and services necessary to perform all operations in connections with the Analytical Services for the Water Treatment Plant (WTP) at Fort Bragg, North Carolina as contained herein. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028				\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	Nitrate Samples FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	22	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002	Nitrite Samples FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	12	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003	Trihalomethane (THM) FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	100	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004	Haloacetic Acid (HAA) FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	100	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005	Lead and Copper Compliance FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	210	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006	Lead & Copper Noncompliance FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	210	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007	Total Organic Carbon FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	24	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008	Dissolved Organic Carbon FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	24	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009	Ultra-Violet Transmistivity (UVT) FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	24	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3010	Alkalinity Samples FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	12	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3011	Iron Samples FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	48	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3012	Aluminum Samples FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	48	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3013	Arsenic Samples FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	12	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3014	Special Water Samples FFP Analyze and deliver Special Water Samples in accordance with Paragraph 6.5 of the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3014AA	Inorganic Samples FFP Analyze and deliver Special Water Samples in accordance with Paragraph 6.5 of the Performance Work Statement. FOB: Destination	2	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3014AB	Volatile Organic Chemical (VOC) FFP Analyze and deliver Special Water Samples in accordance with Paragraph 6.5 of the Performance Work Statement. FOB: Destination	2	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3014AC	Pesticide and Synthetic Organic Chemical FFP Analyze and deliver Special Water Samples in accordance with Paragraph 6.5 of the Performance Work Statement. FOB: Destination	2	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3014AD	Corrosivity FFP Analyze and deliver Special Water Samples in accordance with Paragraph 6.5 of the Performance Work Statement. FOB: Destination	2	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3014AE	Characteristics of Distilled Water FFP Analyze and deliver Special Water Samples in accordance with Paragraph 6.5 of the Performance Work Statement. FOB: Destination	1	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4000					\$_____

Analytical Services

FFP

FOURTH OPTION YEAR: Period of Performance is 1 January 2010 through 31 December 2010. Provide all personnel, equipment, tools, transportation, supervision and other items and services necessary to perform all operations in connections with the Analytical Services for the Water Treatment Plant (WTP) at Fort Bragg, North Carolina as contained herein.

FOB: Destination

PURCHASE REQUEST NUMBER: DPWSVS-5335-N028

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		22	Each	\$_____	\$_____

Nitrate Samples

FFP

Analyze and deliver sample results in accordance with the Performance Work Statement.

FOB: Destination

PURCHASE REQUEST NUMBER: DPWSVS-5335-N028

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		12	Each	\$_____	\$_____

Nitrite Samples

FFP

Analyze and deliver sample results in accordance with the Performance Work Statement.

FOB: Destination

PURCHASE REQUEST NUMBER: DPWSVS-5335-N028

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003	Trihalomethane (THM) FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	100	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004	Haloacetic Acid (HAA) FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	100	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005	Lead and Copper Compliance FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	210	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006	Lead & Copper Noncompliance FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	210	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007	Total Organic Carbon FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	24	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008	Dissolved Organic Carbon FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	24	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009	Ultra-Violet Transmistivity (UVT) FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	24	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4010	Alkalinity Samples FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	12	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4011	Iron Samples FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	48	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4012	Aluminum Samples FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	48	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4013	Arsenic Samples FFP Analyze and deliver sample results in accordance with the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028	12	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4014	Special Water Samples FFP Analyze and deliver Special Water Samples in accordance with Paragraph 6.5 of the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: DPWSVS-5335-N028				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4014AA	Inorganic Samples FFP Analyze and deliver Special Water Samples in accordance with Paragraph 6.5 of the Performance Work Statement. FOB: Destination	2	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4014AB	Volatile Organic Chemical (VOC) FFP Analyze and deliver Special Water Samples in accordance with Paragraph 6.5 of the Performance Work Statement. FOB: Destination	2	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4014AC	Pesticide and Synthetic Organic Chemical FFP Analyze and deliver Special Water Samples in accordance with Paragraph 6.5 of the Performance Work Statement. FOB: Destination	2	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4014AD		2	Each	\$_____	\$_____
	Corrosivity FFP Analyze and deliver Special Water Samples in accordance with Paragraph 6.5 of the Performance Work Statement. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4014AE		1	Each	\$_____	\$_____
	Characteristics of Distilled Water FFP Analyze and deliver Special Water Samples in accordance with Paragraph 6.5 of the Performance Work Statement. FOB: Destination				

Section I - Contract Clauses

ADDENDUM TO 52.212.1**ADDENDUM TO 52.212-1, Instructions to Offerors – Commercial Items.**

1. Replace paragraph (b) entitled “Submission of offers” with the following instructions:

(b) Submission of Offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Only paper/hard copy proposals will be accepted. Faxed or emailed proposals will not be considered. Only offers submitted on the SF 1449 will be accepted. Proposals must contain the following information and be arranged in the following sequential order:

1. SF 1449. The offeror must use the SF 1449 to submit an offer. The offeror must include all applicable information and must submit an original signed and dated SF 1449.

2. Acknowledgment of Solicitation Amendments. The offeror must submit a statement to acknowledge solicitation amendments, if applicable. Solicitation amendments will be posted to the Fort Bragg Directorate of Contracting website:

<http://www.bragg.army.mil/www-doc/Contractors/SOLICIT.HTM>.

3. Schedule of Pricing. The offeror must submit a proposed unit price and amount for each Contract Line Item Number (CLIN) listed in the solicitation.

4. Representations and Certifications, FAR 52.212-3 and DFARS 252.212-7000. The offeror must complete and submit the required representations and certifications.

5. Past Performance Information. The offeror must submit at least two but no more than three past performance references for recent and relevant contracts performed within the past three years for the same or similar items required under the solicitation. The offeror must submit a separate page for each reference. Each reference must include the following information:

- a. Contract number and contract dollar value.
- b. The contract period of performance
- c. A brief description of the contract requirements
- d. The contract point of contact name, telephone number, and facsimile number.

6. Banking Information. The offeror must submit the name and address of the offeror's bank or financial institution, the offeror's account number, and the name, title, and telephone number of the offeror's point of contact. The banking information may be used, in part, to determine responsibility as required under FAR 9.104-1. The Government may request information from the offeror's financial institution to determine that the offeror has adequate financial resources, or the ability to obtain the resources, to perform the contract requirements. The offeror should submit a statement authorizing the financial institution to release applicable information.

FAILURE TO PROVIDE THE ABOVE DOCUMENTS OR INFORMATION MAY EXCLUDE THE OFFEROR FROM CONSIDERATION.

2. Replace paragraph (c) entitled “Period of acceptance of offers” with the following instructions:

(c) Period of acceptance for offers. The offeror agrees to hold the prices in its offer firm for 60 days from the date specified for receipt of offers.

3. Replace paragraph (e) entitled “Multiple offers” with the following instructions:

- (e) *Multiple offers*. Offerors shall submit only one offer presenting the terms and conditions or commercial items for satisfying the requirements of this solicitation.

4. Replace paragraph (h) entitled “Multiple Awards” with the following:

- (h) *Multiple awards*. The Government will award on an “all or none” basis.

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	OCT 2003
52.212-1	Instructions to Offerors--Commercial Items	JAN 2005
52.212-4	Contract Terms and Conditions--Commercial Items	SEP 2005
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003

CLAUSES INCORPORATED BY FULL TEXT

52.000-4004 FEDERAL HOLIDAYS (JAN 2000)

Federal Holidays are:

New Year's Day	1 January
Martin Luther King Jr.'s Birthday	Third Monday in January
George Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday of September
Columbus Day	Second Monday of October
Veteran's Day	11 November
Thanksgiving	Fourth Thursday of November
Christmas Day	25 December

When a holiday falls on a Sunday, the following Monday will be observed as a holiday and when a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government Agencies.

(End of clause)

52.000-4005 INVOICES (MAR 2000)

a. **INVOICES**. Electronic submission of invoices is mandatory. Prior to submitting invoices electronically to DFAS Rome, the Contractor should submit monthly original invoices, accompanied by a statement signed by the contractor to the address listed below, for review and verification. The COR will submit a receiving report upon validation of the water samples collected during the month. The Government may reject invoices not prepared in accordance with the stated instructions.

DPW Water Treatment Plant

AFZA-PW-MP (ATTN: Ms. Audette)
Building V-3308, Manchester Road
Fort Bragg, NC 28310

b. PAYMENT: The Defense Finance & Accounting Services (DFAS) (Electronic Funds Transfer (EFT) will make payment for monthly invoices. The DFAS address is as follows:

DFAS ROME FPB
325 Brooks Road
Rome, New York 13441-4511
Customer Service: 800-553-0527

c. CONTRACT ADMINISTRATION DATA: The contract will be administered by the Fort Bragg Directorate of Contracting, Acquisition Division, Team 1, Building 3-1632, Fort Bragg, North Carolina 28310, telephone number (910) 432-7699, facsimile number (910) 396-2674.

(End of clause)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Price and Past Performance. As authorized under FAR Subpart 13.5, Test Procedures for Certain Commercial Items, simplified procedures will be used to evaluate offers and award the contract. Proposed prices will be evaluated for price reasonableness using the price analysis techniques provided under FAR Part 13. The Government will evaluate Past Performance using the information obtained from the references provided by the offeror or information obtained from the Government's Past Performance Information Management System (PPIMS). The Government intends to award a single contract to the offeror whose prices and past performance represents the best overall value to the Government.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

____ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () (has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
—	—
_____	_____
—	—
_____	_____
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	??	Listed Countries of Origin:
??	??	

??	??
??	??

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2005) ALTERNATE I (APR 2002)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () (has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)
(The offeror shall check the category in which its ownership falls):

_____Black American.

_____Hispanic American.

_____Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic

end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (*Jan 2004*). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (*Jan 2004*). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals --

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate,

complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____

(Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.)

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

____ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

____ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

____ (ii) Alternate I (MAR 1999) to 52.219-5.

____ (iii) Alternate II to (JUNE 2003) 52.219-5.

 X (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

____ (ii) Alternate I (OCT 1995) of 52.219-6.

____ (iii) Alternate II (MAR 2004) of 52.219-6.

- ___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-7.
- ___ (iii) Alternate II (MAR 2004) of 52.219-7.
- _X_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9
- ___ (iii) Alternate II (OCT 2001) of 52.219-9.
- _X_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- _X_ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
- _X_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- _X_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- _X_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- _X_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- _X_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ___ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).

___ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (Jan 2005) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

X (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

Wage Determination No. 1994-2393, revision No. 29, dated 5/23/2005 applies to this procurement. Offerors may view the wage determination at the following sites: <http://www.wdol.gov> or <http://servicecontract.ntis.gov>

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

<u>Occupation</u>	<u>Hourly Wage</u>
Laboratory Technician	\$15.22

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 March 2006 through 31 December 2010.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed

during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 December 2010.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor anytime prior to contract expiration date.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor anytime prior to contract expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Fort Bragg Directorate of Contracting
ATTN: Angela S. Kearney
Bldg 3-1632, Butner Road
Fort Bragg, NC 28310

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://www.hill.af.mil>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

<http://www.hill.af.mil>

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (JUN 2005)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2005)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☒ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

☐ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

☐ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

☐ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (JUN 2005) (----- Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

☐ 252.225-7021 Trade Agreements (DEC 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

☐ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JUN 2005) (----- Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

☐ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

☐ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

☐ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

☒ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

☐ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

☐ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

☒ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____ Alternate I) (MAR 2000) (____ Alternate II) (MAR 2000) (____ Alternate III (May 2002)).

X 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2005) (Section 1092 of Pub. L. 108-375).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)
(End of clause)

PERFORMANCE WORK STATEMENT

1. GENERAL. The contractor shall provide all personnel, equipment, tools, transportation, supervision and other items and services necessary to perform all operations in connection with the Analytical Services for the Water Treatment Plant (WTP) at Fort Bragg, North Carolina as defined in this Performance Work Statement (PWS) and all other terms, conditions, and provisions contained herein.

2. LOCATION. The contractor shall pick-up all water samples requiring contract services from the Water Treatment Plant, Building V-3308, Manchester Road, Fort Bragg, North Carolina. The Contractor shall analyze and deliver sample results as defined in paragraph 6.3. Government located at the Water Treatment Plant will collect, package samples in contractor furnished containers and order analytical services as required.

3. BACKGROUND INFORMATION.

3.1. Estimated quantities in the schedule are based on historical information as ordered by the COR in previous contracts for compliance and/or noncompliance water quality issues. Current estimated quantities are listed at TE1.

3.2. It is the intent of this contract for the contractor to pick-up samples, provide sample analysis, and provide reporting requirements as stated herein. However, should the contractor request that samples be mailed to his location, the contractor shall provide pre-paid labels in addition to the requirements identified in paragraph 5. Contractor Furnished Items and Services.

4. SPECIAL PROVISIONS:

4.1. Project Manager. The contractor shall provide a project manager who shall be responsible for the performance of the work. The name of this person, and an alternate(s), to include duty hours and telephone numbers, who shall have full authority to act on behalf of the, shall be designated in writing to the contracting officer prior to contract performance.

4.2. Hours of Work. The contractor shall accomplish this work between the hours of 7:00 AM and 3:30 PM, Monday through Friday. No work shall be performed on weekends or federal holidays without written approval of the contracting officer.

4.3. The Contractor shall wear distinctive clothing bearing the company's name and the employees name clearly displayed at all times when working on Fort Bragg. The contractor's vehicle(s) shall be clearly marked with the company name and phone number on both sides of the vehicle.

4.4. Contractor shall not employ any person who is an employee of the United States Government, if the employment of that person would create a conflict of interest.

4.5. Vehicle Registration: The Contractor shall comply fully with the vehicle registration requirements regarding contractor-owned and contractor employee privately owned vehicles (POVs) as set forth in Fort Bragg Regulation 190-5. This regulation can be found at <http://www.bragg.army.mil/psbc-pm/Information/VehicleRegistration.htm>. Any questions regarding this regulation can be ordered to 910-432-8193. Please be advised that Contractor vehicles and contractor employee POVs shall be searched if the appropriate passes/decals are not displayed when entering Fort Bragg Access Control Points (ACPs). All vehicles, including those with passes/decals, are subject to random search at any time. All vehicles without either a military decal or GSA tags are required to enter Fort Bragg through designated Access Control Point (ACP) for inspection and proceed to the side gate entrance of the Fort Bragg WTP.

4.6. The contractor shall provide a list of all contract employees to the COR for approval which require entry into the WTP. This list shall be kept up to date and changes submitted immediately to the COR for approval.

5. CONTRACTOR FURNISHED ITEMS AND SERVICES:

5.1. Certificates, Licenses and Permits. The contractor shall, at no additional cost to the Government, obtain all certificates, licenses and permits required for performance of contract work, and for complying with all applicable local, state, and federal laws, rules and regulations.

5.2. Analysis Report Forms approved by the North Carolina State Department of Environment, Health and Natural Resources, (DENR) (<http://www.deh.enr.state.nc.us/pws/index.htm>) shall be provided by the Contractor with sample containers so pertinent data can be entered at the time of sampling.

5.3. Contractor shall provide and maintain an adequate supply of sample containers for compliance with specified analytical services at least 30 days prior to sample collection. Should the 1st day of the respective month fall on a Saturday, Sunday or Federal holiday, the sample containers shall be available no later than 8:00 a.m. on the preceding workday.

5.4. Containers shall be furnished with sampling instructions, chain of custody forms, preservatives, packing, pre-typed and labeling for return mailing, if required.

6. SCOPE OF WORK:

6.1. The contractor shall furnish all labor, materials, equipment, transportation, delivery and pickup, tools, supervision, quality control, materials testing and any other items necessary to analyze the samples submitted by the Government in accordance with all terms and conditions contained in this herein.

6.2. Contractor shall perform all analytical services in a **certified laboratory** and **shall be certified by the State of North Carolina** (<http://www.dhhs.state.nc.us>). All analytical services shall conform to mandated requirements as identified in North Carolina Administrative Code, Title 15a, Subchapter 18c, Rules governing Public Water systems, Sections .0100 through .2100 (<http://www.deh.enr.state.nc.us/pws/index.htm>) and Summary of Phase II regulations of reciprocity agreement with the State of North Carolina in lieu of Certification. Evidence of current certification as required by the State of North Carolina shall be submitted prior to contract award. Subsequent copies of renewal certification shall be submitted annually to the Contracting Officer. The Contractor shall provide copies of certification each laboratory prior to performing analysis for Fort Bragg, and shall provide current and all future updates of each laboratory Quality Assurance/Quality Control Policies and Procedures to COR.

6.3. Contractor shall perform analytical analysis upon receipt of sample(s) and a copy of the results shall be submitted, on the appropriate forms, to the addresses listed below, no later than ten working days, of receipt of the sample(s):

6.3.1 Directorate of Public Works
IMSE-BRG-PWM-W (ATTN: Brenda Audette)
Fort Bragg, North Carolina 28310-5000

6.3.2 NC DENR Public Water Supply Section
ATTN: Data Entry
1634 Mail Service Center
Raleigh, North Carolina 27699-1634

6.3.3 In addition to the requirements in paragraph 6.3, all compliance analysis report forms shall be submitted to NC DENR, Public Water Supply Section, ATTN: Data Entry, using a transmittal form which shall be signed by NC DENR showing receipt of these compliance analysis report forms, with date of delivery and recipients name. The Contractor shall provide a copy of this signed transmittal receipt to the COR, within 3 days after receipt of delivery from NC DENR.

6.4. Water Sample Analysis.

6.4.1. Nitrate samples shall be analyzed as required and when ordered by the COR.

6.4.2. Nitrite samples shall be analyzed as required and when ordered by the COR.

6.4.3 Trihalomethane (THM) samples shall be analyzed as required and when ordered by the COR

6.4.4. Haloacetic Acid (HAA) samples shall be analyzed required and when ordered by the COR.

6.4.5 Lead and Copper.

6.4.5.1 Lead and copper compliance samples shall be analyzed as required and when ordered by the COR.

6.4.5.2. Lead and Copper noncompliance samples shall be analyzed as required and when ordered by the COR.

6.4.6 Total Organic Carbon (TOC) samples shall be analyzed as required and when ordered by the COR. The analysis results shall be provided to the COR within 1 workday by facsimile or e-mail transmission, and to be followed by a hard copy. The hard copy analysis results shall be submitted prior to the end of each month for the current month for reporting purposes to NC DENR by Fort Bragg no later than (NLT) the 10th of the following month.

6.4.7 Dissolved Organic Carbon (DOC), shall be analyzed as required and when ordered by the COR. The analysis results shall be provided to the COR within 1 workday by facsimile or e-mail transmission, and to be followed by a hard copy. The hard copy analysis results shall be submitted prior to the end of each month for the current month for reporting purposes to NC DENR by Fort Bragg NLT the 10th of the following month.

6.4.8 Ultra-Violet Transmissivity samples shall be analyzed as required and when ordered by the COR. The analysis results shall be provided to the COR within 1 workday by facsimile or e-mail transmission, and to be followed by a hard copy. The hard copy analysis results shall be submitted within 3 workdays of the following month for samples completed in the preceding month for reporting purposes to North Carolina DENR by Fort Bragg.

6.4.9 Alkalinity samples shall be analyzed as required and when ordered by the COR. The analysis results shall be provided to the COR within 1 workday by facsimile or e-mail transmission, and to be followed by a hard copy. The hard copy analysis results shall be submitted within 3 workdays of the following month for samples completed in the preceding month for reporting purposes to North Carolina DENR by Fort Bragg.

6.4.10. Iron samples shall be analyzed as required and when ordered by the COR.

6.4.11. Aluminum samples shall be analyzed as required and when ordered by the COR.

6.4.12. Arsenic samples shall be analyzed as required and when ordered by COR.

6.5. Special Water Sample Testing. The Contractor shall provide special water sample testing when ordered by the COR. These test samples includes testing samples listed in 6.5.1 through 6.5.5.

6.5.1 Inorganic samples shall be analyzed as required and when ordered by the COR. Analysis shall include the following parameters: barium, cadmium, chromium, mercury, selenium, fluoride, arsenic, iron, manganese, sodium, copper, silver, aluminum, plus conductivity, apparent color, total dissolved solids,

calcium, magnesium, ph, total alkalinity, chloride, sulfate, odor, cyanide, nickel, antimony, thallium and beryllium.

6.5.2 Volatile Organic Chemical (VOC) samples shall be analyzed as required and when ordered by the COR. Analysis shall include the original eight regulated contaminants plus the ten new VOCs as identified under EPA Phase II rule as regulated: Cis-1, 2-Dichloroethylene, Xylenes (total) o-Dichlorobenzene, p-Dichlorobenzene, Vinyl Chloride, 1,1-Dichloroethylene, Trans-1, 2-Dichloroethylene, 1,2-Dichloroethane, 1,1,1-Trichloromethane, Carbon Tetrachloride, 1,2-Dichloropropane, Trichloroethylene, Tetrachloroethylene, Chlorobenzene, Benzene, Toluene, Ethylbenzene and Styrene, and those 37 classified as unregulated by the State: p-Isopropyltoluene, Chloromethane, Dichlorodifluoromethane, Bromoethane, Chloromethane, Fluorotrichloromethane, Hexachlorobutadiene, Naphthalene, 1,2,4-Trichlorobenzene, Dibromomethane, 1, 1-Dichloropropene, 1,3-Dichloropropane, 1,3-Dichloropropene, 1,2,3-Trichloropropane, 2,2-Dichloropropane, 1,2,4-Trimethylbenzene, 1,2,3-Trichlorobenzene, n-Butylbenzene, 1,3,5-Trimethylbenzene, Tert-Butylbenzene, Sec-Butylbenzene, Bromochloromethane, Chloroform, Bromoform, Bromodichloromethane, Chlorodibromomethane, Dichloromethane, o-Chlorotoluene, p-Chlorotoluene, m-Dichlorobenzene, 1,1-Dichloroethane, 1,1,2-Trichloromethane, 1,1,1,2-Tetrachloroethane, 1,1,2,2-Tetrachloroethane, Bromobenzene, Isopropylbenzene, and n-Propylbenzene.

6.5.3. Pesticide and Synthetic Organic Chemical samples shall be analyzed as required and when ordered by the COR. Analysis shall be complete and in accordance with 40 CFR 141.24 using approved EPA methods or their equivalent as approved by EPA and NCAC Title 15A: 18c, .1515

6.5.4. Analysis to determine the corrosivity characteristics of water to include measurement of power of the concentration of hydrogen ion (pH), calcium hardness, alkalinity, temperature, total dissolved Solids (total filterable residue) shall be analyzed, once during Mid-winter and once during mid-summer for a total of two samples when ordered by the COR.

6.5.5. Analysis to determine the characteristics of distilled water, shall be analyzed once a year, when ordered by COR. Analysis includes parameters identified by North Carolina Laboratory Certification Office to maintain certification of distilled water by a North Carolina certified laboratory. Current analysis includes metals: cadmium, chromium, copper, nickel, lead, and zinc.

7. Contractor Manpower Reporting. The Secretary of the Army effected an initiative to obtain better visibility of contractor services workforce. In support of the initiative, the Office of the Assistant Secretary of the Army, Manpower and Reserve Affairs, implemented a process to capture information on funding source, contracting vehicle, organization supported, mission and function performed, and labor hours and costs for contracted efforts.

7.1 To support the initiative, all contractors holding service contracts are required to report certain information. Contractors will report information via a Contracting Manpower Report (CMR). The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including sub-contractor manpower) required for performance of this contract. The required information includes the following data elements:

- a. Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;

- b. Contract number, including task and delivery order number;
- c. Beginning and ending dates covered by reporting period;
- d. Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- e. Estimated direct labor hours (including sub-contractors);
- f. Estimated direct labor dollars paid this reporting period (including sub-contractors);
- g. Total payments (including sub-contractors);
- h. Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- i. Estimated data collection cost;
- j. Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purpose of reporting this information);
- k. Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- l. Presence of deployment or contingency contract language; and
- m. Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement.

7.2. The Reporting Period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year. Contractors must report the information by 31 October of each calendar year. Contractors will report the required information to the CMR System. Data may be entered into the CMR system at any time during the contract's period of performance; however, data must be accurate and complete and entered into CMR during the data gathering period of 1 October through 30 September for every year, or part of a year, for which the contract is in force. The CMR System web address is as follows: <https://contractormanpower.army.pentagon.mil>. Contractors may direct questions to the help desk at 703-377-6199.

7.3. Contractors may use a direct Extensible Markup Language (XML) data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the web site.

7.4. Contracting Officer's Representative. The Contracting Officer's Representative shall ensure that contractors report the required information, as set forth in the COR appointment letter and surveillance plan.